



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: OPR / MNR; MT / CNR / RP / FF

### Introduction

This hearing was scheduled in response to 2 applications:

- i) by the landlord for an order of possession for unpaid rent / and a monetary order as compensation for unpaid rent; and
- ii) by the tenant for more time to make an application to cancel a notice to end tenancy / cancellation of a notice to end tenancy for unpaid rent / an order instructing the landlord to make repairs to the unit, site or property / and recovery of the filing fee.

The landlord attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that she was not served with the tenant's application for dispute resolution and the notice of hearing (the "hearing package.") However, the landlord testified that the tenant was served with the landlord's hearing package by registered mail. Evidence provided by the landlord includes the Canada Post tracking number for the registered mail. Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, and pursuant to sections 89 and 90 of the Act which speak, respectively, to **Special rules for certain documents** and **When documents are considered to have been received**, I find that the tenant has been duly served.

### Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement the fixed term of tenancy is from November 15, 2014 to November 15, 2015. Monthly rent of \$1,250.00 is due and payable in advance on the 15<sup>th</sup> day of each month. A security deposit of \$625.00 was collected.

Arising from rent which was unpaid when due on April 15, 2015, the landlord issued a 10 day notice to end tenancy for unpaid rent dated April 16, 2015. The notice was served by way of insertion through the mail slot to the unit. A copy of the notice was submitted in evidence. Subsequently, while the tenant made no further payment toward rent, he filed an application to dispute the notice on April 23, 2015.

As the landlord was uncertain whether the 10 day notice, as above, had been properly served, the landlord issued a second 10 day notice, this one dated May 07, 2015. This second notice was served by way of posting to the unit door on May 07, 2015. A copy of the notice was submitted in evidence. Thereafter, the tenant has still made no further payment toward rent and he continues to reside in the unit.

### Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated April 16, 2015, as well as a second 10 day notice dated May 07, 2015. While the tenant filed an application for dispute resolution following service of the first notice, the tenant failed to appear at the hearing scheduled in response to his own application and the application filed by the landlord. Additionally, while the tenant continues to reside in the unit, he has made no further payment toward rent following issuance of either notice. The landlord confirmed during the hearing that an order of possession is sought on the basis of the 10 day notices. Following from all of the foregoing, the tenant's application is hereby dismissed in its entirety without leave to reapply, and I find that the landlord has established entitlement to an **order of possession**.

As to compensation, I find that the landlord has established a claim of **\$2,500.00**:

\$1,250.00: *unpaid rent due on April 15, 2015*

\$1,250.00: *unpaid rent due on May 15, 2015*

Section 72 of the Act addresses **Director's orders: fees and monetary orders**, in part:

72(2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

Pursuant to the above, I order that the landlord retain the tenant's security deposit of **\$625.00**, and I grant the landlord a **monetary order** for the balance owed of **\$1,875.00** (\$2,500.00 - \$625.00).

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,875.00**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 09, 2015

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Residential Tenancy Branch

